

A RESOLUTION

03- R -1672

BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE A REIMBURSABLE AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION (THE "FAA") COVERING THE REIMBURSEMENT BY THE CITY TO THE FAA OF CERTAIN COSTS TO BE INCURRED BY THE FAA FOR THE PURCHASE AND INSTALLATION OF CERTAIN FIXTURES AND EQUIPMENT, INCLUDING BUT NOT LIMITED TO SYSTEMS FURNITURE, TELEPHONE SYSTEM, SECURITY SYSTEM AND T-1 TELECOMMUNICATIONS LINES UP TO AN ESTIMATED AMOUNT NOT TO EXCEED \$485,100, TO BE CHARGED TO AND PAID FROM FUND ACCOUNT CENTER NO. 2H27 574001 R21E010493CG; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the "City") and the Federal Aviation Administration (the "FAA") are parties to the Lease for the Air Traffic Control Tower (the "ATCT") site (the "ATCT Site") at the Hartsfield Atlanta International Airport (the "ATCT Lease"); and

WHEREAS, the City has undertaken the design and construction of a new East International Terminal (the "EIT") and related aircraft ramp, entrance roadway, and vehicle parking facilities, which project ultimately requires the surrender by the FAA to the City of all of the ATCT Site, upon completion and dedication of a new ATCT to replace the existing ATCT; which surrender will occur in phases; and

WHEREAS, at this time, the City and the FAA desire and intend to amend the ATCT Lease and memorialize the surrender of a portion of the ATCT Site needed for enabling the EIT project. That deletion will be accomplished under a companion legislation covering a Supplemental Agreement with the FAA and is contingent upon the execution of the Reimbursable Agreement contemplated hereunder; and

WHEREAS, the portion of the ATCT Site to be surrendered under the Supplemental Agreement contains an FAA facility known as the "System Maintenance Office" or "SMO" (formerly known as the "FAA Field Sector Office"), the taking of which and damages caused to the FAA must be mitigated and cured by the City by the provision of a facility with comparable capabilities for the remaining lease term of the supplemented ATCT Lease; and

WHEREAS, the City intends to execute a Lease Agreement covering the leasing by the City of approximately 12,390 rentable square feet located in Building 200, at 200 Tradeport Boulevard, Clayton County, Georgia (the "Tradeport Building"). That leasing will be accomplished under a companion legislation covering the Tradeport Lease with First American Trust. The City further intends to sublease the Tradeport Building to the FAA for the relocation of the SMO, and the occupancy thereof by the FAA, under a companion legislation covering the Tradeport Sublease with the FAA; and

WHEREAS, the City and the FAA desire and intend to enter into a Reimbursable Agreement under which the FAA will acquire and install certain fixtures, equipment and services to enable the use and occupancy by the FAA of the

Tradeport Building, subject to reimbursement of the cost therefore by the City; and

WHEREAS, all of the foregoing actions and agreements are co-dependant and require the approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and hereby is authorized to execute, on behalf of the City of Atlanta, a Supplemental Agreement between the Federal Aviation Administration and the City of Atlanta, which shall cover the acquisition, installation and cost of FAA requirements for use of the Tradeport Building under the Tradeport Sublease as follows:

1. Systems Furniture (modular partitions in lieu of building out hard wall offices);
2. Telephone System to replace existing communications capabilities;
3. Security system per FAA requirements and specifications; and
4. T-1 line installation and rental to support the above telephone system.

BE IT FURTHER RESOLVED, the Reimbursable Agreement will be at a cost to the City not to exceed four-hundred eighty-five thousand, one-hundred dollars (\$485,100); all contracted work shall be charged to and paid from Fund, Account, and Center Number 2H27 574001 R21E010493CG.

BE IT FURTHER RESOLVED that the City Attorney be and hereby is directed to prepare said Reimbursable Agreement for execution by the Mayor.

BE IT FINALLY RESOLVED that said Reimbursable Agreement shall not become binding upon the City, and the City shall incur no obligation or liability thereunder until the same has been signed by the Mayor and delivered to the FAA.